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11-62

AGREEMENT

between

Ewing Township Board of Education  
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

THE EWING TOWNSHIP FOOD SERVICE EMPLOYEES

X September 1, 1988 through June 30, 1990

1. SALARY

1.1 SALARY GUIDES:

1988-1989

<u>Category</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Secondary Manager	\$9,939	\$11,175	\$12,411
Elementary Manager	7,023	8,352	9,680
Staff (5½ Hr.)	6,361	7,581	8,800
Staff (4½ Hr.)	5,209	6,202	7,194
Staff (3½ Hr.)	3,780	4,601	5,423
Staff (2½ Hr.)	2,698	3,284	3,871

1989-1990

<u>Category</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Secondary Manager	\$10,784	\$12,156	\$13,528
Elementary Manager	7,620	9,086	10,551
Staff (5½ Hr.)	6,902	8,247	9,592
Staff (4½ Hr.)	5,652	6,747	7,841
Staff (3½ Hr.)	4,101	5,006	5,911
Staff (2½ Hr.)	2,927	3,573	4,219

- 1.2 Any member of this unit assigned to work before or after his/her regular work schedule, with a break in service for that day will be guaranteed three (3) hours of work at an hourly rate of 1.50 times his/her regular rate.

For all work performed on holidays or Sundays the hourly rate shall be 2.0 times his/her regular rate.

Personnel will be scheduled per a seniority list from the respective building. If no employee is available, the Dietitian will then make assignments from staff.

- 1.3 Employees who are newly hired shall be given credit for prior years experience. For purposes of this provision, anyone hired prior to February 15 and completing a school year shall be granted one (1) full year's credit.

2. WORK HOURS AND TIME FOR EACH POSITION

	<u>Hours/ Day</u>	<u>Days/ Year</u>	<u>Hours/ Year</u>
Secondary Manager	6½	196	1274
Elementary Manager	5½	196	1078
Staff	5½	196	1078
Staff	4½	196	882
Staff	3½	192	672

- 2.1 Work required and performed in excess of the stated days will be paid at the regular rate of pay assigned to that classification and employee.
- 2.2 Employees who work four (4) hours per day or more shall begin work three (3) days prior to the first day of school for students. Employees who work less than four (4) hours per day shall begin work on the first day lunch is served to students.
- 2.3 If and when an employee performs the duty of a manager, for a period of five (5) consecutive days, the employee will receive a salary for that period of time which would be equal to the amount he/she would receive if he/she were to perform that duty on a regular basis. (Adjusted salary to begin on the sixth (6th) day.)
- 2.4 An employee must be employed prior to February 1 in order to qualify for the next higher level on the salary guide for the following year.
- 2.5 When promotions are made from one group to another, the person so promoted shall be placed at the same salary step in the new classification if such promotion is made during the year. If made at the close of the school year, the employee will begin the new duties at his/her next step on the salary guide in the new classification.

3. INSURANCE PROTECTION

The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program. For employees enrolled in the various available insurance plans, the Board shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans.
- b. All insurance benefits shall be provided by the Board at the prevailing rate.

- c. In addition, the Board shall offer a three dollar (\$3.00) co-pay prescription drug plan with a company selected by the Board.
- d. In addition, the Board shall offer a dental plan with orthodontics provided by a company selected by the Board. During the 1988-1989 school year, the employee shall have the prorated cost of the plan deducted from his/her salary.

In no case will a person be covered under more than one plan. For each employee who terminates employment with the Board, the Board shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

- 3.1 Employee must work a minimum of twenty (20) hours per week to be eligible for insurance protection.

#### 4. LEAVES OF ABSENCE

Leaves of absence with pay shall be provided as follows:

##### A. Sick Leave

- 1. All employees shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limits. An employee who cannot report for work due to illness on the first day of the school year, and has available accumulated sick leave, shall receive payment during this sick leave if an official notification from his/her physician includes an approximate date of his/her return to work.
- 2. All new employees shall earn one (1) day per month sick leave with full pay for a maximum of ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limits.

B. Personal Leave

1. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. Personal leave may be taken for any of the following reasons:
  - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
  - b. Death of a relative or close friend.
  - c. Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
  - d. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  - e. Court subpoena.
  - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
  - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
2. All requests for personal leave shall be submitted, in writing, on the proper form (in advance, when possible), recommended by the immediate supervisor, and approved by the Director of Personnel/Labor Relations. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
3. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (a) above), and in-laws.

4. Conversion of unused personal leave (B.1.) beginning June 30, 1988 and continue each June 30th of each school year thereafter -- unused personal leave days will be added to an employee's accumulated sick leave.

## 5. GRIEVANCE PROCEDURE

- 5.1 Grievance procedures are means by which employees may appeal the interpretation, application, or violation of the Agreement and administrative decisions affecting them.

- 5.2 A grievant is the person or persons making the claim.

### 5.3 Procedure

Step 1 The employee, or representative of the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall respond to the grievance within three (3) working days.

Step 2 If the grievance has not been settled, it shall be presented, in writing, by the employee or employee's representative, to the Director of Personnel/Labor Relations within ten (10) working days after the supervisor's response. The Director of Personnel/Labor Relations shall respond to the grievance, in writing, within ten (10) working days.

Step 3 If the grievance has not been settled, it shall be presented, in writing, by the employee or the employee's representative, to the Superintendent within ten (10) working days after the Director of Personnel/Labor Relations' response. The Superintendent shall respond to the grievance, in writing, within ten (10) working days.

Step 4 If the grievance has not been settled, it shall be presented by the employee or the employee's representative, in writing, to the Board of Education within ten (10) working days after the response of the Superintendent. The Board of Education shall respond, in writing, within five (5) calendar weeks.

Step 5 If the grievance is not settled at the fourth step, the employee, or the employee's representative, may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the fourth step, in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of any employee which arises by his/her reason of not being reemployed.

Step 6. If the matter is still unresolved, and if the employee or employee's representative wishes to proceed to arbitration, they shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19: 12-5.1 et seq.

The arbitrator shall limit himself/herself to the Articles of this Agreement and the decision shall be binding on both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees, including the grievant, shall be required to continue under the direction of the Superintendent and Administrator regardless of the pendency of any grievance until such grievance is properly determined.

## 6. GENERAL

- 6.1 A minimum of eleven (11) paid holidays shall be listed annually for employees working more than three and one half (3½) hours per day and a minimum of ten (10) paid holidays shall be listed annually for employees working less than four and one half (4½) hours per day.

- 6.2 After fifteen (15) years of continuous service in the district, upon retirement under PERS, payment for unused sick leave shall be at one-half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last ten (10) months of employment not to exceed the following amounts:

1988-1989	- \$2,100 maximum
1989-1990	- \$2,350 maximum

- 6.3 Substitutes shall not be considered full time staff, and shall not be eligible for hospitalization, sick leave, personal leave, vacation or other items considered "fringe benefits."
- 6.4 Permanent employees shall receive a salary when school is closed for any emergency (weather, heat, etc.).
- 6.5 The employer may establish reasonable and necessary rules of work and conduct for employees. Said rules shall be equitably applied and enforced. Periodic meetings may be requested by either party for the purpose of discussing rules, regulations, and working conditions.
- 6.6 Cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls nor will they be required to lower or raise cafeteria tables or benches which fold into walls.
- 6.7 Reduction In Force:

In the event of any reduction in force (R.I.F.), seniority (the Board appointment date of employment within this unit) shall apply.

Any reduction in staff shall be accomplished in accordance with the following procedure:

- a. The employee(s) affected by such a reduction shall have seniority rights over the most junior employee in his/her current category of employment. Categories are:
  1. Secondary Managers
  2. Elementary Managers
  3. Staff
- b. An affected employee shall have seniority rights over the most junior employee in the next lower category (as stated above) for which he/she is qualified, provided he/she has more seniority.
- c. Affected staff employees shall have seniority rights over the junior employees in this category even if their hours of employment are less.



Notice of a new position or the first vacancy for a position in the three (3) respective categories covered by this Agreement will be posted and any employee (in the respective category) may apply for said position by submitting a proper bid in writing. Seniority shall govern the appointment subject to the ninety (90) day working probationary period. Succeeding vacancies caused by a transfer resulting from this procedure shall be filled by the Board.

6.8 Employees would not be paid when their respective schools are on a single session day schedule unless they worked those particular days.

6.9 Uniform Allowance

Beginning in September 1989, a uniform allowance of ninety dollars (\$90.00) per contract year shall be paid in two (2) equal installments - October 15 and February 15. Payment shall be subject to the approval of the Assistant Superintendent for Business. Employees who are hired for less than a full school year shall have this amount prorated proportionately.

6.10 This Agreement will be effective as of the 1st day of September, 1988 and remain in full force effective until midnight June 30, 1990. The contents of this document shall constitute the full Agreement between the Food Services Employees and the Ewing Township Board of Education.

7. REPRESENTATION FEE

7.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

- 7.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 7.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 7.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:
- a. In November; or
  - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 7.4 On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- 7.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.
8. Names of employees who are terminated due to a reduction in force will be placed on a "recall list" for a period of two (2) years beyond the termination date. Employees on this list will be given preference for any future vacancies.

Once an employee is rehired the employee's seniority shall remain and accrue as if the employee had not been rified.

The employee also shall receive credit for past experience on the salary guide.

IN WITNESS WHEREOF, the parties have hereto set their hands this

25th day of April, 1989.

FOR THE ASSOCIATION:

Mary Rossi  
Mary Rossi  
President  
Food Services Employees

Marcella Restuccia  
Marcella Restuccia  
Vice President

FOR THE BOARD OF EDUCATION:

Fredricka McNeal-Billups  
Fredricka McNeal-Billups  
President  
Board of Education  
Ewing Township, New Jersey

J. Bruce Morgan  
J. Bruce Morgan  
Assistant Superintendent for  
Business/Board Secretary  
Board of Education  
Ewing Township, New Jersey

HOLIDAYS

FOOD SERVICES

1988-1989

September 5	Labor Day	
November 11	Veterans' Day	(PT)
November 24	Thanksgiving Day	(PT)
November 25	Thanksgiving Recess	(PT)
December 26	Christmas Monday	(PT)
January 2	New Year's Monday	(PT)
January 16	Martin Luther King, Jr.'s Birthday	(PT)
February 20	Presidents' Day	(PT)
March 24	Good Friday	(PT)
March 27	Easter Monday	(PT)
May 27	Memorial Day	(PT)

Full Time - 11 holidays (employees working more than 3½ hours)  
Part Time - 10 holidays (employees working less than 4½ hours)